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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

CHRISTINE RODRIGUEZ, SANDRA BURGA, KAREN MALAK, JAMES TORTORA, LISA BRUNO, JANEEN CAMERON, KAREN McBRIDE, ANDREW WOOLF, and **BRAD BERKOWITZ**, individually, and for all others similarly situated, Plaintiffs, -against- **IT'S JUST LUNCH INTERNATIONAL, IT'S JUST LUNCH, INC., HARRY** and **SALLY, INC, RIVERSIDE COMPANY, LOREN SCHLACHET, IJL NEW YORK CITY FRANCHISE, IJL ORANGE COUNTY FRANCHISE, IJL CHICAGO FRANCHISE, IJL PALM BEACH FRANCHISE, IJL DENVER FRANCHISE, IJL AUSTIN FRANCHISE, IJL LOS ANGELES-CENTURY CITY FRANCHISE,** and **DOES 1-136**, Defendants.	Index No. 07-CV-9227 (SHS)(SN) **DECLARATION OF MICHAEL JAMES BARTON**

I, Michael James Barton, declare as follows:

1. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would testify competently thereto.
2. My address is 2800 Post Oak Blvd, #4100, Houston, Texas, 77056. My telephone number is (713) 234-6535. My email address is michaeljames1600@yahoo.com.
3. I signed a membership contract with It's Just Lunch ("IJL") or one of its franchisees and purchased the services of IJL or one of its franchisees in or around March 2009. I was a resident of the state of Texas at the time I executed my membership contract with IJL. I have not received a full refund of the membership fees that I paid to IJL. I have not signed a release of any claims in favor of IJL and/or a franchisee of IJL.
4. I am thus a member of the National Class with standing to object to the proposed settlement.
5. On February 25, 2016, I received by email a Notice of Proposed Class Action Settlement in connection with this action. The email indicated that my class member ID is 307590XY5MX5R. Attached as Exhibit 1 is a true and correct copy of the Notice of Proposed Class Action Settlement email.
6. Upon receiving this email and thereby learning of the proposed settlement, I contacted the Competitive Enterprise Institute's Center of Class Action Fairness, which agreed to represent me in objecting to the settlement.
7. On or about March 29, 2016, I filed a claim on the settlement website. I received claim reference number 3075913ZQDCC7. Attached as Exhibit 2 is a true and correct copy of the confirmation screen that I captured after filing a claim.
8. I understand that because I am a class member and I submitted a claim, I will receive a "voucher" that provides It's Just Lunch matching services for at least one date. I do not want or plan to use any such "date voucher," and the voucher holds no value for me. I understand that I am not permitted to sell or otherwise exchange the voucher for any

consideration under the terms of the settlement. Further, as set forth in more detail in the memorandum my attorney will file contemporaneously with this declaration, I find the very nature of a "date voucher" for a class of plaintiffs whose interaction with the defendant is as long ago as 15 years absurd. By definition, class members were actively seeking a partner and in the interim 15 years may now be married, in a relationship, or for a whole host of reasons have no interest in further utilizing IJL's services. For most class members, such a voucher is about as valuable as tickets to the 2012 Olympics. It is telling that plaintiffs' attorneys are not accepting payment in "date vouchers" but instead have negotiated monetary payment for themselves. At a minimum, the plaintiffs' lawyers' compensation should be directly tied to the number of vouchers actually utilized by the class.

9. I bring this objection in good faith to prevent approval of an unfair settlement and ratification of an improper class certification. If this Court has any skepticism about my motives, I am happy to stipulate to an injunction forbidding me from seeking compensation for settling my objection at any stage without court approval.

10. If I were to opt out from the settlement, I would not find it financially feasible to vindicate any claims I might have against the defendants.

11. The specific grounds of my objection are identified in the memorandum to be filed by my attorney contemporaneously with this declaration.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on April 10, 2016 in Houston, Texas.

Michael James Barton